

## NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

GKL Products, together with any and all subsidiaries, affiliates, consultants, employees, agents and all similar persons or entities, (collectively "Recipient") agrees that, with respect to certain Confidential Information (as defined below) furnished to it by the person identified as Discloser below ("Discloser"): Recipient will maintain such information in confidence in the same manner and to the same extent Recipient protects Recipient's own confidential and/or proprietary information of a similar nature. By way of illustration, and not as a limitation, unless Disclosure grants permission, the Confidential Information shall not be disclosed to any person except Recipient's employees (and only on a need-to-know basis where the employee is made aware of the non-disclosure requirement) nor shall the Recipient utilize the Confidential Information for its own purpose except to further the discussions and/or negotiations between the parties and to provide services or materials to Discloser. The individual signing this agreement as Recipient shall be responsible for any breach of this Agreement by any and all parents, subsidiaries, affiliates, consultants, employees, agents and all similar persons or entities.

Recipient agrees to maintain the secrecy of Confidential Information and to prevent its unauthorized dissemination and use; provided, however, that Recipient need not maintain the confidence of Confidential Information that: 1) is generally known or available by publication, commercial use or otherwise through no fault of Recipient; 2) is known by Recipient before the disclosure and is not subject to restriction; 3) is lawfully obtained from a third party who has the right to make such disclosure; 4) is required to be disclosed by law or court order; or 5) is released for publication or disclosure by Discloser in writing.

For the purpose of this Agreement, "Confidential Information" includes any trade secrets, knowledge, data or other proprietary or confidential information relating to products, processes, know-how, designs, developmental or experimental work, computer programs, databases, other original works or authorship, customer lists, business plans, marketing plans and strategies, financial data or other information otherwise provided by Discloser to Recipient orally or in further documentation resulting from the parties' discussions and/or negotiations or upon any project that they are working on together. Recipient further agrees that at no time will Recipient manufacture or in any other way produce a product or products resulting from knowledge or information gained by any means under this agreement and Recipient agrees that any new concepts or ideas developed as a result of discussions and disclosures under this agreement shall become the immediate and exclusive property of the Discloser.

Recipient understands and agrees that Discloser is providing Confidential Information to Recipient in reliance on Recipient's agreement contained herein, and Recipient will be fully responsible to Discloser for any damage or harm caused to Discloser by any breach of this agreement by Recipient.

Recipient agrees that Discloser is entitled to equitable relief, including injunction and specific performance, in the event of any breach of this Agreement by Recipient, in addition to all other remedies available at law or in equity.

At any time, upon request by Discloser, Recipient will within five (5) business days return all Confidential Information furnished to Recipient, and any copies or extracts thereof, and destroy any notes or analyses which are derived from or contain any Confidential Information.

Recipient's duty to protect Discloser's Confidential Information expires five (5) years from the date of this Agreement.

This Agreement may only be modified in a writing signed by both parties.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

This Agreement may be executed in counterparts.

**RECIPIENT:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**DISCLOSER:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_